

**FAUQUIER OWNERGOVERNMENT AND PUBLIC SCHOOLS  
INVITATION FOR BIDS (IFB)**

**Issue Date:** June 16, 2004

**IFB#:** 105-04sm

**Title:** #2 Heating Oil

**Issued By:** Fauquier County Government and Public Schools  
Finance Department/Procurement Division  
320 Hospital Drive, Suite 23, 2<sup>nd</sup> Floor  
Warrenton, VA 20186

Sealed Bids Will Be Received Until **2:00 p.m., June 30, 2004** For Furnishing the Goods and Services Described Herein And Then Opened In Public.

Period of Contract: One Year from Date of Award with option to renew for Three (3) One Year Terms (see Page 5, Section 6.0 for additional details)

*All inquiries for information should be directed to: Susan R. Monaco, CPPB, Interim Purchasing Agent  
Phone (540) 428-8713 Fax (540) 347-5753 E-mail: [susan.monaco@fauquiercounty.gov](mailto:susan.monaco@fauquiercounty.gov)*

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED DELIVER TO: FAUQUIER COUNTY OFFICE BUILDING, 320 HOSPITAL DRIVE, SUITE 23, 2<sup>ND</sup> FLOOR.

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**ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.**

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE. **BIDDERS DOWNLOADING THIS SOLICITATION ARE RESPONSIBLE FOR ANY AND ALL ADDENDA ASSOCIATED WITH THE SOLICITATION.** To check for updates, go to: [www.fauquiercounty.gov/government/departments/procurement](http://www.fauquiercounty.gov/government/departments/procurement)

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**No-Bid Response:** If you do not wish to bid on this solicitation, return this page only via fax (540) 347-5753 or mail, after completing the information below.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Reason for your no-bid response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you wish to remain on the bidder's list for this commodity? YES \_\_\_\_\_ NO \_\_\_\_\_

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1.0 PURPOSE	3
2.0 SCOPE OF WORK	3
3.0 EMERGENCY SERVICES	5
4.0 CONTRACT ADMINISTRATION	5
5.0 PRICING FORMULA	5
6.0 CONTRACT PERIOD	5
7.0 EVALUATION AND AWARD	6
8.0 INSURANCE REQUIREMENTS	6
9.0 METHOD OF ORDERING	6
10.0 METHOD OF PAYMENT	6
LOCATION TABLE	7
GENERAL TERMS AND CONDITIONS	8-13
SPECIAL TERMS AND CONDITIONS	14
BID FORM *	15
INSURANCE CHECKLIST *	16

\* Return these pages

## 1.0 PURPOSE

The purpose and intent of this Invitation for Bid is to establish a firm fixed price contract with one qualified Contractor to provide #2 Heating Oil on an automatic delivery, and if required on-call, in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as "Owner".

## 2.0 SCOPE OF WORK

The Contractor shall furnish all resources necessary to provide #2 Heating Oil in accordance with the requirements as specified in the Location Table. The estimated annual quantities listed on the Location Table are for bidder information purposes only and do not represent actual volume, which may or may not be experienced. The Owner reserves the right to add or delete requirements during the term of the contract.

2.1 Detailed Specifications: The Contractor shall provide #2 Fuel Oil of good quality in accordance with the standards specified herein, and shall, if required, furnish satisfactory evidence as to the kind and quality of material provided. The Contractor shall provide #2 Distillate Fuel Oil conforming to the detailed requirements as listed in ASTM D 396-95 (American Society of Testing Materials) as updated. Oil which does not conform to the requirements of these specifications shall not be accepted.

### 2.1.1 Physical and Chemical Requirements for No. 2 Fuel Oil as updated:

Flash Point	100° F (min)
Pour Point	20° F (min)
Water Volume	.05% (max)
Sediment Weight	.02% (max)
Carbon Residue on 10% residuum	.35% (max)
Distillation Temperature	540E F (min), 640E F (max)
Sulfur	.2% or less by weight

2.2 Certification of Compliance/Reporting: In accordance with the Virginia Department of Environmental Quality, certification that No. 2 Fuel Oil complies with ASTM specifications for No. 2 Fuel Oil may be required upon delivery. The certificate is required to contain the following information:

- 2.2.1 The name of the fuel supplier;
- 2.2.2 The date on which the oil was received;
- 2.2.3 The volume and type of distillate oil (i.e. No.2) delivered in the shipment;
- 2.2.4 A statement that the oil complies with the American Society for Testing and Materials specifications for fuel oil No. 2;
- 2.2.5 The sulfur content of the oil (must be .2% or less).

In addition, the Contractor shall provide a quarterly summary from the fuel supplier that includes a summary of all the information listed in Items 2.2.1 – 2.2.5 above. The summary shall also include copies of fuel analysis for either (1) each shipment of oil; or (2) the batch where each shipment was obtained, stating the date/locations where the sample was obtained, and the sulfur content. The method used to determine the sulfur content of the oil shall be in accordance with ASTM D4294.

The fuel supplier must ensure that the Owner has verifiable documentation for the shipment received at their facilities. If blending is used, the fuel supplier must take a sample after oil is blended. The location of the sample taken for analysis must represent the oil delivered to the Owner. The sulfur content of each shipment must be reported exactly as determined by analysis. Simply reporting that the sulfur content is below .2% does not satisfy the requirement for reporting sulfur content. Generic specifications from major pipeline corporations will not be sufficient.

## 2.3 Delivery:

- 2.3.1 Tank/Delivery Truck Sizes: Owner fuel tanks range in size from 275 gallons to 15,000 gallons, with the larger tanks located at various schools throughout Fauquier County as indicated in the Location Table. Historically, the fuel oil levels in even the largest Owner heating oil tanks have prohibited the use of trailer load deliveries. Due to the variety of tank sizes and fuel requirements, Contractors shall provide **tank wagon deliveries only**, and shall determine their price differential based on tank wagon deliveries. The Contractor shall provide vehicles in good repair, operated by trained personnel, for all deliveries. If a common carrier is to be used to effect delivery, the Contractor will notify the Contract Administrator.
- 2.3.2 Tank Readings/Delivery Ticket: The Contractor's transport driver shall make "stick readings" of the tank being filled before and after delivery. The Contractor shall take the "after delivery" reading no sooner than five minutes after the delivery has been finished, in order to allow the product to settle and the foam (if any) created, to dissipate. The Contractor shall write these stick readings legibly on the Delivery Ticket. The driver shall assure that someone signs the Delivery Ticket at the site, unless prior arrangements have been made with the Owner, and that a copy of the Delivery Ticket is included with the monthly billing statement to verify deliveries.
- 2.3.3 Delivery Schedule: The Contractor shall make all fuel oil deliveries, with the exception of the Marshall Community Center, on an automatic refill basis to ensure that tanks do not become empty. The Marshall Community Center fuel oil tank is in a locked cage; personnel on-site will make on-call delivery arrangements. Ways and means of determining when oil deliveries are needed in maintaining the adequate supply aforementioned shall be the responsibility of the Contractor; the degree-day method is suggested. The Contractor shall top off all fuel oil tanks at the end of the heating season, prior to June 15<sup>th</sup> of the contract year, unless specifically instructed not to by the Contract Administrator.
- 2.3.4 Time of Delivery: The Contractor shall make all deliveries between the hours of 7:00 a.m. and 4:00 p.m. (except holidays) Monday through Friday, unless otherwise requested by an authorized Owner representative. Although most accounts are set up on an automatic delivery basis, the Contractor shall deliver #2 Fuel Oil within seventy-two (72) hours of the Owner's request, and shall make emergency deliveries within twenty-four (24) hours after receipt of request.
- 2.3.5 Contractor Delivery Responsibilities: The Contractor shall make fuel oil deliveries in a neat and business-like manner. The Contractor is responsible for clean up of spills incidental to deliveries at his/her expense and to the satisfaction of the Owner. In the event of an oil spill, the Contractor's driver must immediately take action to prevent fuel oil from getting into drains or storm sewer catch basins. This may be accomplished by digging soil and constructing an earth berm to contain the spilled oil or to preclude its entry into a storm sewer system. The Contractor shall report the oil spill by calling 911. The provisions of the Federal Water Pollution Control Act of 1972, as amended,

provides definitions of an oil spill and pertinent data pertaining thereto. All federal and State Pollution Hazardous Control Requirements shall be applicable to this section. The Contractor shall be responsible for all carrier claims, as this contract is F.O.B., Destination.

3.0 EMERGENCY SERVICES

The Owner reserves the right to solicit emergency services from other sources, should the Contractor be unable to furnish the required service within the required time frame. The Contractor shall be held responsible for any and all additional costs occasioned thereby.

4.0 CONTRACT ADMINISTRATION

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the Deputy Director & Supervisor of Operations & Services as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He/she will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the contract and shall decide all other questions in connection with the contract. Any modifications made must be authorized by the Procurement Supervisor and issued as a written amendment to the Contract.

5.0 PRICING FORMULA

The Contractor shall provide #2 Heating Oil in accordance with the scope of work/specifications, general and special terms and conditions identified herein at the following total selling price:

- 5.1 *Base purchase price:* The base purchase price shall be based on the Rack Average category of the Opus Average out of the Fairfax Terminal, posted weekly.
- 5.2 *Net differential price per gallon:* The net differential price per gallon shall be determined by each bidder and shall include all charges that may be imposed in fulfilling the terms of this contract, including but not limited to mark-ups, overhead, profit, and freight. For the purposes of evaluation and award, bids will be evaluated on the basis of the net differential price per gallon.
- 5.3 *Total selling price:* The current *base purchase price* plus the *net differential price* will be the *total selling price per gallon*. Contractor shall state the total selling price per gallon on every invoice, as specified in Section 10.

6.0 CONTRACT PERIOD

The period of this contract shall be from Date of Award through June 30, 2005. The Owner will have the right to renew this agreement for three (3) additional one-year terms under the same terms and conditions of the original contract except as stated in 6.1 below. The Contractor warrants that contract prices shall remain firm for a period of not less than one year from the first date of the contract period. Adjustments to contract prices may be negotiated only during the sixty-day period prior to renewal. The Owner shall give the Contractor written notice of renewal sixty (60) days prior to the expiration date of this agreement.

- 6.1 If the Owner elects to exercise the option to renew the contract for an additional one year period, the contract price for the additional year shall not exceed the contract price of the original contract increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 6.2 If during the first one-year renewal the Owner elects to exercise the option to renew the contract for the second and subsequent additional one-year periods, the contract price for the

second additional one-year period shall not exceed the contract price of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the “other services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

7.0 **EVALUATION AND AWARD:**

- 7.1 **Bid Prices:** Bidders shall provide the firm, fixed price in the form of a net price differential price per gallon as specified in Section 5.0 and on the Bid Pricing Schedule. Bidders are reminded that all pricing shall include all costs, including overhead and freight, associated with the resulting contract. Bidders shall compute the total selling price using the ***Rack Average Opis Average out of the Fairfax Terminal for the week ending 6/25/04***, to indicate their full understanding of the pricing formula used in the resulting contract.
- 7.2 **Evaluation and Award:** The Owner will evaluate and award to the lowest responsive and responsible bidder, based on the net differential price per gallon as specified on the Bid Pricing Schedule. *Thorough understanding of the contract pricing formula is critical; therefore, any bidder who enters \$0 on the pricing schedule, or leaves items blank, shall be considered non-responsive.* The Procurement Division reserves the right to conduct any test it may deem advisable and to make all evaluations. The Owner reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

8.0 **INSURANCE REQUIREMENTS**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required on the enclosed Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

9.0 **METHOD OF ORDERING:**

The Contractor shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase order will cite a specific period of time, and will indicate an authorized representative allowed to make releases against the purchase order and/or to be contacted with any and all correspondence or questions regarding that purchase order.

10.0 **METHOD OF PAYMENT:**

Contractor will be paid in accordance with invoice(s) submitted. Invoices shall include the following: the contract number, purchase order number, description of services rendered, service location, delivery ticket, total selling price per gallon as specified in Section 5.0, and total amount due. Invoices shall be submitted to the invoice-to address as specified on the Owner purchase order. Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice.

## LOCATION TABLE

Location	Size/Type of Tank	Estimated Annual Use
C.H. Ritchie Elementary School 4416 Broad Run Church Rd. New Baltimore, VA	10,000 gallon/UST	7,600 gallons
Fauquier High School (Greenhouse #1) 705 Waterloo Road Warrenton, VA	2,000 gallon/AST	5,200 gallons
Fauquier High School (Thorpe House #2) 705 Waterloo Road Warrenton, VA	275 gallon/AST	1,100 gallons
Fauquier High School (Stone House #4) 705 Waterloo Road Warrenton, VA	275 gallon/AST	200 gallons
Fauquier High School (Main #5) 705 Waterloo Road Warrenton, VA	550 gallon/AST	N/A
M.M. Pierce Elementary School 12074 James Madison Street Remington, VA	2,000 gallon/AST	6,000 gallons
Liberty High School 6300 Independence Avenue Bealeton, VA	15,000 gallon/AST	30,000 gallons
Claude Thompson Elem. School 3284 Rectortown Road Marshall, VA 22115	4,000 gallon/AST	13,000 gallons
Grace Miller Elementary School 6248 Catlett Road (Route 28) Bealeton, VA	10,000 gallon/AST	6,006 gallons
Southeastern Alternative School 4484 Catlett Road (Route 28) Midland, VA	4,000 gallon/AST	6,000 gallons
Marshall Annex/Community Ctr.* 4133 Rectortown Road Marshall, VA	4,000 gallon/AST	4,000 gallons*

\* This is the only WILL CALL location

# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 9/15/03

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

## CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/

modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise



benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1**  
**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS**  
**(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

## **SPECIFICATIONS**

18. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
19. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
20. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### AWARD

22. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
23. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2<sup>nd</sup> Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at [www.fauquiercounty.gov/government/departments/procurement](http://www.fauquiercounty.gov/government/departments/procurement).
24. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
25. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier Owner provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no Owner or Commonwealth choice is available, the tie shall be decided by lot.

#### CONTRACT PROVISIONS

26. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor

shall comply with applicable federal, state and local laws and regulations.

27. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
28. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
29. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
30. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
31. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
32. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
33. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerees certify to the Owner that they will conform to the

provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

34. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

35. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in

units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

A. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

B. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

#### DELIVERY PROVISION

39. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
40. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
41. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable,

but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

42. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
43. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
44. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
45. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. Purchase Order Number,
2. Name of Article and Stock Number,
3. Quantity Ordered,
4. Quantity Shipped,
5. Quantity Back Ordered,
6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### BIDDER/CONTRACTOR REMEDIES

46. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Officer who desires to protest the award or decision to award a contract, by either Fauquier Owner or The School Board of Fauquier County, shall submit such protest in writing to the Owner Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Officer is not a responsible Bidder/Officer. The written protest shall include the basis for the protest and the relief sought. The Owner Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/officer appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
47. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the Owner Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have

been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier Owner acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Fauquier Owners shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

48. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

50. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and the right to examine any of said materials during said period.

49. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia

## **SPECIAL TERMS AND CONDITIONS**

1. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by Article 3.1-250 of the Code of Virginia (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Article 3.1-252 of the Code of Virginia or Title 15 U.S.C., Article 1263.
2. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or contract offered. Failure on the part of the Bidder to submit such data sheet may be cause for declaring the bid as non-responsive.
3. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Supervisor of Procurement. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Supervisor of Procurement the names, qualifications and experience of their proposed subcontractors. Notwithstanding any approval by the Owner permitting subcontracting the Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
4. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor’s operation in connection with the work.
  - a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
  - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
  - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
  - d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph 35, of the General Terms and Conditions.
5. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the Contractor’s expense.

FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION FOR BID (IFB) #105-04sm  
**#2 Heating Oil**  
**BID FORM**

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

\_\_\_\_\_  
Full, Legal FIRM NAME

\_\_\_\_\_  
PHONE # (INCLUDING AREA CODE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY, STATE AND ZIP

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS, IF AVAILABLE

**Firm, fixed price for the services as described herein and listed below:**

**1) Base Purchase Price per gallon for #2 Heating Oil,  
based on the Rack Average Category, OPIS Average for  
the Fairfax Terminal, week ending 6/25/04:**

\$ \_\_\_\_\_

**2) Net Differential Price Per Gallon:**

\$ \_\_\_\_\_

**3) Total Selling Price (total of Items 1 & 2):**

\$ \_\_\_\_\_

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Fauquier County of the Commonwealth of Virginia. . Bidder also certifies by signing this Bid that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this bid pursuant to such instructions and specifications, without exception.

\_\_\_\_\_  
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
DATE

Receipt of the following Addenda are acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**RETURN THIS PAGE**

# DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>  X  </u>	1. <b>Worker's Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>  X  </u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>  X  </u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
<u>  -  </u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 Limit Each Occurrence
<u>      </u>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<u>      </u>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>  X  </u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
<u>      </u>	8. Other Insurance:	
<u>  X  </u>	9. <b>Fauquier Ownerand/or Fauquier OwnerSchool Board named as additional insured on Auto and General Liability Policies.</b> (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate.)	
<u>  X  </u>	10. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Fauquier Ownerand/or Fauquier OwnerSchool Board – Ref. Code of Virginia Section 38.2-231. <b>Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.</b>	
<u>  X  </u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>  X  </u>	12. Contractor shall submit Certificate of Insurance within five business days from notification of award.	

## OFFEROR STATEMENT

**We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.**

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

**RETURN THIS PAGE**

Revised 10/02 - sdf